

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400323

**PRINT DATE:** 10/04/16

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

ATLANTIC TACTICAL  
763 CORPORATE CIR

NEW CUMBERLAND, PA  
(800 )781-2677

17070

### REFER QUESTIONS TO:

IRIS LESTER BELL  
(410 )767-4612  
IRIS.LESTER@MARYLAND.GOV

### ITB:

**EXPR DATE:** 02/01/17  
**POST DATE:** 01/19/16

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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AGENCY CONTRACT  
MARYLAND TRANSPORTATION AUTHORITY (MDTA)  
UNIFORM ACCESSORIES

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CONTRACT TERM: FEBRUARY 01, 2016 THRU JANUARY 31, 2017 (1 YRS)

THIS IS (1) OF (2) RENEWALS AGAINST CONTRACT 001B3400389

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1) ADDITIONAL ONE (1) YEAR PERIOD WITH THE SAME TERMS, CONDITIONS AND PRICES. RENEWAL OPTION IS AT THE DISCRETION OF THE STATE; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

AGENCY CONTACT: CORNELL WILLIAMS 410-537-7527

VENDOR CONTACT FOR ORDERING:  
JENNIFER HARROLD 800-781-2677 X1118

VENDOR CONTACT FOR CONTRACT RELATED QUESTIONS:  
JILL SKETHEWAY 800-781-2677 X1113

THIS CONTRACT SHALL ALSO BE MADE AVAILABLE TO ALL LAW ENFORCEMENT AGENCIES WITHIN THE STATE OF MARYLAND.

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### TERMS (cont'd):

THIS IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALTION.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE.

DELIVERY FROM RECIEPT OF PURCHASE ORDER:  
30-45 DAYS

CONTRACTOR MUST NOTIFY THE PROCUREMENT OFFICER IMMEDIATELY OF ANY SUPPLY ISSUES THAT COULD RESULT IN DELIVERY DELAYS OR PRODUCT UNAVAILABILITY.

CONTRACTOR SHALL BE REQUIRED TO ALERT THE PROCUREMENT OFFICER OF ANY PRODUCT RECALL OR ANY OTHER MANUFACTURING ISSUES WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF THIS INFORMATION.

THE PROCUREMENT OFFICER SHALL REQUIRE IMMEDIATE NOTIFICATION FROM THE CONTRACTOR IF THE MANUFACTURER CHANGES THEIR MANUFACTURING PRACTICES, INCLUDING BUT NOT LIMITED TO, OUT-SOURCING OF RAW MATERIAL SUPPLIER THAT WOULD AFFECT THE ABILITY TO SUPPLY PRODUCTS THAT MEET CONTRACT SPECIFICATIONS.

WARRANTY CLAUSE: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS CONTRACT TO CONFORM TO THE SPECIFICATIONS.

#### PRICE ESCALATION/DE-ESCALATION:

ALL PRICES MUST REMAIN FIRM FOR A MINIMUM OF ONE (1) YEAR FROM THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED AT THE END OF THIS PERIOD AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE DGS PROCUREMENT OFFICER. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE INCREASE.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) FOR LEATHER, COMMODITY CODE NUMBER WPU042 NOT SEASONALLY ADJUSTED; FOUND AT WWW.BLS.GOV/PPI/COM. THE INCREASE WILL BE BASED ON THE INDEX VALUE FOR DECEMBER 2012 AND THE MOST RECENT FINAL INDEX AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST. ALL OTHER TERMS, CONDITIONS

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### TERMS (cont'd):

AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR THE PERIOD OF TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE CONTRACT FOR THE ITEM WHICH AN INCREASE WAS DENIED WILL BE CANCELED IF REQUESTED BY THE VENDOR.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	68016-100000	EA	110.6200		
HOLSTER HOLSTER, WEAPON DUTY SAFARILAND 6360-83-61					
0002	68016-100010	EA	46.2800		

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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BELT  
GUN BELT  
SAFARILAND 87-XX-6B

0003	68060-104264	EA	23.1500	
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HANDCUFF CASE

HANDCUFF CASE  
SAFARILAND 190-2B

0004	68016-100013	EA	8.1300	
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BELT KEEPER  
BELT KEEPERS  
SAFARILAND 65-4-2B

0005	68080-460015	EA	25.3900	
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MAGAZINE CLIPS  
MAGAZINE CARRIER  
ATLANTIC TACTICAL #025-PB-83-B (SAFARILAND 77-83-2B)

0006	68016-104452	EA	19.0700	
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PEPPER DEFENSE SPRAY HOLSTER - BLACK

PEPPER SPRAY CASE  
ATLANTIC TACTICAL #202-BK-B (G&G #B681-3BR)

0007	68016-104561	EA	19.6400	
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POLICE BATON HOLDER

BATON HOLDER  
SAFARILAND 35-F16-2

END OF ITEM LIST

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**TERMS (cont'd):**

### ADDITIONAL TERMS AND CONDITIONS:

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

THIS CONTRACT IS FOR NEW PRODUCTS/EQUIPMENT AND MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT, INCLUDING DEMONSTRATION EQUIPMENT, WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED IN THE SOLICITATION.

QUALITY CLAUSE: THE CONTRACT WILL BE CANCELED UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES (DGS) AND SIGNED BY THE DGS PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY

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### TERMS (cont'd):

CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

HOWARD.MCLAIN@DGS.STATE.MD.US

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2)

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SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**BUYER AUTHORIZED DESIGNEE**